

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY
THE CINCINNATI INDEMNITY COMPANY

NOTICE TO POLICYHOLDERS

Please be advised that in your application for insurance you disclosed information to The Cincinnati Insurance Company, The Cincinnati Casualty Company and The Cincinnati Indemnity Company. The information disclosed in the application and all information subsequently collected by any of these companies may be shared among all three.

AUTOMOBILE

THE CINCINNATI INSURANCE COMPANY

CINCINNATI, OHIO

BUSINESS AUTO COVERAGE PART DECLARATIONS

ITEM ONE			
Attached to and forming part of POLICY NUMBER: CAA 514 79 34		Effective Date: 11-26-2009	
Named Insured: IS THE SAME AS IT APPEARS ON THE COMMON POLICY DECLARATIONS			
ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS			
This coverage part provides only those coverages where a premium or "incl" is shown in the premium column below. The limit of insurance for each coverage listed is subject to all applicable policy provisions. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.			
COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	7,8,9	\$ 1,000,000	INCL
PERSONAL INJURY PROTECTION (or equivalent No-fault coverage)	5	Separately stated in each P.I.P. endorsement minus \$ NONE Ded.	INCL
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-fault coverage)		Separately stated in each added P.I.P. endorsement	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in each P. P.I. endorsement minus \$ Ded for each accident	
AUTO. MEDICAL PAYMENTS		\$	
UNINSURED MOTORISTS	7	\$ 1,000,000	INCL
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	7	\$ 1,000,000	INCL
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	Actual cash value or cost of repair, Whichever is less minus \$ SEE AA218 Ded. For each covered auto. But no Deductible applies to loss caused by Fire or lightning. See Item Three for hired or borrowed "autos"	INCL
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		Actual cash value or cost of repair, Whichever is less minus \$ Ded. For Each covered auto. For loss caused by mischief or vandalism. See Item Three for hired or borrowed "autos"	
PHYSICAL DAMAGE COLLISION COVERAGE	7	Actual cash value or cost of repair, Whichever is less minus \$ SEE AA218 Ded for each covered auto. See Item Three for hired or borrowed "autos".	INCL
PHYSICAL DAMAGE INSURANCE TOWING AND LABOR		\$ for each disablement of a private passenger auto	
PREMIUM FOR ENDORSEMENTS			
*ESTIMATED TOTAL PREMIUM			INCL
FORMS AND ENDORSEMENTS CONTAINED IN THIS COVERAGE PART AT ITS INCEPTION:			
AA218 03/06 AA101 03/06 CA0159 02/02 AA258UT 07/06 AA259UT 07/06 AA4126UT 02/04 AA4127UT 02/02 CA2244 03/99 CA9944 12/93			

* This policy may be subject to final audit

QUICK REFERENCE**COMMERCIAL AUTO COVERAGE PART
BUSINESS AUTO COVERAGE FORM****READ YOUR POLICY CAREFULLY****DECLARATIONS PAGES**

Named Insured and Mailing Address
 Policy Period
 Description of Business
 Coverages and Limits of Insurance

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Quote: 1832098 Version: 1 Policy: CAA 5147934 Effective Date: 11/26/2009 Rating State: UT

The Cincinnati Insurance Company
Automobile Schedule - Business Auto
Item Three

Attached to and forming a part of Policy Number CAA 5147934, effective 11/26/2009

The insurance afforded for any automobile is only with respects to such and so many of the coverages as are indicated by specific premium charge or charges indicated.

POLICY LIMITS

Liability: CSL 1,000,000

UM/UIM: 1,000,000

UMPD: N/A

Medical Payments: N/A

PIP: Basic (with WC) Ded: Full

1.000/1.000

1	2008 CHEVY EXPRESS VAN VIN#: 1GNFH154281148197 C/N: 30,000 Terr: 101 Class: 03199 OTC Comp Ded: 1,000 Coll Ded: 1,000 ZipCode: 84088									
	BI 1,185	PD Incl	MP N/A	OTC 94	COLL 354	UM 58	PIP 6			TOTAL 1,697
2	2008 CHEVY EXPRESS VAN VIN#: 1GNEH154381148564 C/N: 30,000 Terr: 101 Class: 03199 OTC Comp Ded: 1,000 Coll Ded: 1,000 ZipCode: 84088									
	BI 1,185	PD Incl	MP N/A	OTC 94	COLL 354	UM 58	PIP 6			TOTAL 1,697
	Hired and Non Owned # of Employees: 5 Class: 6601									
	BI 33	PD Incl	MP N/A	OTC N/A	COLL N/A	UM N/A	PIP N/A			TOTAL 33
Total	BI 2,403	PD Incl	MP N/A	OTC 188	COLL 708	UM 116	PIP 12			TOTAL 3,427

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description of Covered Auto Designation Symbols**SYMBOL DESCRIPTION**

1 = ANY "AUTO".

2 = OWNED "AUTOS" ONLY. Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.

3 = OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.

4 = OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.

5 = OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

6 = OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those "autos" you own that because of the law in the state where

they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.

7 = SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to a power unit described in ITEM THREE).

8 = HIRED "AUTOS" ONLY. Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

9 = NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

B. Owned Autos You Acquire After the Policy Begins

1. If Symbols 1, 2, 3, 4, 5, or 6 are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.

2. But, if Symbol 7 is entered next to a coverage in ITEM TWO of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:

a. We already cover all "autos" that you own for that coverage or it replaces

an "auto" you previously owned that had that coverage; and

- b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.

2. "Mobile equipment" while being carried or towed by a covered "auto".

3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction.

SECTION II - LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who is an Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a cov-

ered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

- (5) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) re-

quired because of an "accident" we cover. We do not have to furnish these bonds.

- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the "insured" or which is in fact expected or intended by the "insured", even if the injury or damage is of a different degree or type than actually expected or intended. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification and Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" sustained in the "workplace";
- b. An "employee" of the "insured" arising out of the performance of duties related to the conduct of the "insured's" business; or
- c. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. or b. above.

This Exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract" other than a contract or agreement with a labor leasing firm. For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement of Property by Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor ve-

hicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollutant

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or

- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

However, this exception to Paragraph a. does not apply if the fuels, lubricants, fluids, exhaust gases or other similar "pollutants" are intentionally discharged, dispersed or released.

Paragraphs b. and c. of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release, emission or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- d. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

- (1) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "insured", contractor or subcontractor; or
- (2) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

Subparagraph d.(1) does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such "insured", contractor or subcontractor.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This

insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

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no one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

C. Limit of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

D. Mobile Equipment Subject to Motor Vehicle Insurance Laws

As respects **SECTION II - LIABILITY COVERAGE** any land vehicle, which would qualify as "mobile equipment", except that it is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged, is considered a covered "auto" under **SECTION II - LIABILITY COVERAGE**, irrespective of the Auto Designation Symbols shown for **SECTION II - LIABILITY COVERAGE** in the Declarations.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs

incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will also pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered

"auto" is returned to use or we pay for its "loss".

in hindering or defending against any of these.

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown; or
- b. Blowouts, punctures or other road damage to tires.

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:

- (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
- (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
- (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
- a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions**1. Appraisal for Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties in the Event of Accident, Claim, Suit or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and

- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

- (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment - Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Cov-

erage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

4. No Benefit to Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

- b. For **Hired Auto Physical Damage Coverage**, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the Policy Period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two or More Coverage Forms or Policies Issued by Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

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SECTION V - DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semi-trailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured";
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place

where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release, escape or emission of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who is an Insured provision of the applicable coverage.

Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract":

1. Means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- f. That part of any other contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

2. Does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

- J. "Loss" means direct and accidental loss or damage.

- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- a. Power cranes, shovels, loaders, diggers or drills; or
- b. Road construction or resurfacing equipment such as graders, scrapers or rollers.

5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- b. Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in Paragraphs 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:

- (1) Snow removal;
- (2) Road maintenance, but not construction or resurfacing; or
- (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and their by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether injury or damage is caused directly or indirectly by the "pollutants" and whether:

- 1. The "insured" is regularly or otherwise engaged in activities which taint or degrade the environment; or

- 2. The "insured" uses, generates or produces the "pollutant".

- M. "Property damage" means damage to or loss of use of tangible property.

- N. "Suit" means a civil proceeding in which:

- 1. Damages because of "bodily injury" or "property damage"; or
- 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

- P. "Trailer" includes semitrailer.

- Q. "Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of the "accident".

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

- 1. The insurance does not apply:

- A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an "insured" under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an "insured" under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with

respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

- B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazard-

Easy Street Partners, LLC
Case NO: 09-29907

Exhibit 5

Workers Compensation Insurance

Invoice No.	Inv Date	Description	Gross Amt.	Discount	Payment Amt.
30465	02	12/01/09 Deposit for 2010	8,300.00	0.00	8,300.00
Totals			8,300.00	0.00	8,300.00

Description	Amount
Renewal Workers' Compensation Deposit for Policy Period 12/01/09 to 12/01/10	8,300.00
<div>029007090</div> <div>COMPLETED</div>	

Remit To:	Subtotal	8,300.00
American Liberty Insurance	Sales Tax	
3601 N. University Ave., Ste 100	Total Invoice Amount	8,300.00
Provo, UT 84604	Payment/Credit Applied	
	TOTAL	8,300.00

Page 21 of 40
 Workers Compensation and Employers Liability Insurance Policy



**AMERICAN LIBERTY
 — INSURANCE —**

INFORMATION PAGEPolicy Number: WC10544208Renewal of: WC10544207

NCCI-CARRIER CODE 29264

1. Insured and Mailing Address:

The Sky Lodge, LLC

P.O. Box 83300

Park City, UT 84068

Legal Entity: Limited Liability Company(LLC)FEIN #: 20-5627243

Board File #:

Policy ID: 1208TRU078343

OTHER WORKPLACES NOT SHOWN ABOVE: See Extension of Information Page.

2. The policy period is from: 12/1/2008 12:01 A.M. to 12/1/2009 12:01 A.M. at the Insured's mailing address.**3.A. Workers Compensation Insurance:** Part One of the policy applies to the Workers' Compensation Law of the states listed here: UTAH**B. Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A.

The limits of our liability under Part Two are:

Bodily Injury by Accident	<u>\$100,000</u>	Each Accident
Bodily Injury by Disease	<u>\$500,000</u>	Policy Limit
Bodily Injury by Disease	<u>\$100,000</u>	Each Employee

C. Other States Insurance: None**D. This policy includes these endorsements and schedules:** WC 00 00 01 A, WC 99 04 05, WC 00 00 00A, WC 00 03 03C, WC 00 04 03, WC 00 04 06A, WC 00 04 14, WC 00 04 19, WC 00 01 13, WC 00 04 21A, WC 00 04 22, WC 43 06 01, WC 43 06 02**4. Premium for this coverage:** Will be determined by our Manual of Rules, Classifications, Rates and Rating Plan.

All following information is subject to verification and change by audit: See Extension of Information Page

Total Estimated Annual Premium: \$39,540.90

Minimum Premium: \$500.00

Deposit Premium: \$7,908.18

Interim Adjustment of Premium Shall Be Made: MONTHLY

Interim Reporting or Payment of Premium Shall Be Made: MONTHLY

Agency:

Agency Code:

Countersigned at Midvale on: 12/16/2008

By Whitney Johnson

Authorized Representative:

WC 00 00 01 A

American Liberty Insurance ■ 3601 North University Avenue, Suite 100 ■ Provo, UT 84604

**AMERICAN LIBERTY
—INSURANCE—**EXTENSION OF INFORMATION PAGEPolicy Number: WC10544208FEIN: 20-5627243PID: 1208TRU078343Insured: Cloud Nine Resort Club - Sky Lodge, LLCEffective Date: 12/1/2008

Class Codes	Classification Description	Estimated Annual Payroll	Rate per \$100 Payroll	Estimated Premium
8810	Clerical office employees NOC	\$264,600.00	\$0.19	\$502.74
9052	Hotel & salespersons, drivers-all other than restaurant employees	\$1,376,550.00	\$1.97	\$27,118.04
9058	Hotel-restaurant employees	\$1,653,750.00	\$1.30	\$21,498.75
8810	William Shoaf	\$0.00	\$0.19	\$0.00

Annual Gross Payroll: \$3,294,900.00Manual Premium: \$49,119.53Employers Liability %: 0.00% \$0.00Experience Modification: 1.00 \$0.00Schedule Rating: 0.850 (\$7,367.93)Premium Size Discount %: 9.60% (\$4,008.15)Terrorism Risk Insurance Act: 0.03 \$988.47Domestic Terrorism Coverage: 0.02 \$658.98Expense Constant: \$150.00Total Estimated Annual Premium: \$39,540.90Minimum Premium: \$500.00Monthly Amount: \$3,163.00

If the policy is cancelled prior to expiration the Final
Premium will not be less than the Minimum Premium.



AMERICAN LIBERTY
— INSURANCE —

Owners / Officers Exclusion

Policy Number: WC10544208

FEIN #: 20-5627243

Policy ID: 1208TRU078343

Name: The Sky Lodge, LLC

PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT

This policy does not cover bodily injury to any person described in the schedule. The premium basis for the policy does not include the remuneration of such persons. You will reimburse us for any payments we must make because of bodily injury to such persons.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy No. WC10544208

Insured The Sky Lodge, LLC

Insurance Company American Liberty Insurance

Whitney Johnson

Authorized Representative:

NCCI CARRIER CODE 29264



WC 00 00 1A

ENDORSEMENT

Policy Number: WC10544208

FEIN #: 20-5627243

Policy ID: 1208TRU078343

Name: The Sky Lodge, LLC

NAMED INSURED AND LOCATION ENDORSEMENT

IT IS AGREED THE FOLLOWING NAMED INSUREDS AND LOCATIONS/ADDRESSES ARE INCLUDED UNDER ITEM 1 OF THIS POLICY.

The Sky Lodge, LLC

P.O. Box 83300

Park City

UT 84068

# 002	The Grill		
	201 Heber Ave.	SIC Co	
	Park City	UT	84608-
Number Of Employees:			
# 003	Easy Street Restaurant		
	201 Heber Ave.	SIC Co	
	Park City	UT	84608-
Number Of Employees:			
# 004	Easy Street Bakery		
	201 Heber Ave.	SIC Co	
	Park City	UT	84608-
Number Of Employees:			

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy No. WC10544208

Named Insured: The Sky Lodge, LLC

Insurance Company: American Liberty Insurance

Whitney Johnson

Authorized Representative:



AMERICAN LIBERTY
— INSURANCE —

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INSTALLMENT PAYMENT ENDORSEMENT

In addition to the deposited premium, you agree to make the following installment payments on the date specified.

These payments may be revised pursuant to endorsements or mid-term analysis of premium based on payrolls which you may be asked to submit to us.

Your Total Estimated Annual Premium: \$39,540.90

Required Deposit Amount: \$7,908.18

<u>Installment Due Date</u>	<u>Amount</u>
1/1/2009	\$3,163.00
2/1/2009	\$3,163.00
3/1/2009	\$3,163.00
4/1/2009	\$3,163.00
5/1/2009	\$3,163.00
6/1/2009	\$3,163.00
7/1/2009	\$3,163.00
8/1/2009	\$3,163.00
9/1/2009	\$3,163.00
10/1/2009	\$3,165.72
Total:	<u>\$31,632.72</u>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

This endorsement, effective on 12/1/2008 at 12:01 A.M. Standard time, forms a part of

Policy No.: WC10544208

Insured To: Cloud Nine Resort Club - Sky Lodge, LLC

Insurance Company: American Liberty Insurance

Premium: \$39,540.90

Countersigned at Midvale on: 12/16/2008

Whitney Johnson

Authorized Representative:

WC 99 04 05

DEBTOR

EASY STREET PARTNERS,LLC CASE NO. 09-29907

Form 2-E
SUPPORTING SCHEDULES
For Period Nov 1,2009 to Nov 30,2009

ACCOUNTS RECEIVABLE & POST PETITION PAYABLE SCHEDULE

DUE	ACCOUNTS RECEIVABLE	POST PETITION ACCOUNTS PAYABLE
Under 30 Days	\$ 447,237.00	30,434.45
31 to 60 Days		
61 to 90 Days		
91 to 120 Days		
Over 120 Days		
TOTAL POST PETITION	<u>\$ 447,237.00</u>	
PRE PETITION AMOUNT	<u>\$ 116,174.28</u>	
Total Accounts Receivable	\$ 563,411.28	
Less: Bad Debt Reserve		
Net Accounts Receivable	<u><u>\$ 563,411.28</u></u>	

Total Post Petition
Accounts Payable \$ 30,434.45

***Attach a detail listing accounts receivable and post petition accounts payable**

SCHEDULE OF PAYMENTS TO ATTORNEYS & OTHER PROFESSIONALS

Month End Retainer Balance	Current Month's Accrual	Paid in Current Month	Date of Court Approval	Month End Balance Due*
Debtor's Counsel	** Information pending at time of submittal			
Counsel for Unsecured	** Information pending at time of submittal			
Creditors Committee	** Information pending at time of submittal			
Trustee Counsel	** Information pending at time of submittal			
Accountant	** Information pending at time of submittal			
Other	** Information pending at time of submittal			
Total	\$ -	\$ -	\$ -	\$ -

Schedule of Payments & Transfers to Principals / Executives**

Payee Name	Position	Nature of Payment	Amount
None			

** List payments and transfers of any kind and in any form made to or for the benefit of any proprietor owner, partner, officer, or director.

EASY STREET PARTNERS	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
1320 KFAN	0.00	1,250.00	0.00	1,250.00	0.00	2,500.00
A.W. Marshall Company	0.00	0.00	0.00	0.00	372.00	372.00
Architectural Building Supply	0.00	1,892.00	0.00	0.00	0.00	1,892.00
ACME Thread Ware	0.00	0.00	0.00	0.00	355.21	355.21
ADT Security Services	0.00	0.00	0.00	0.00	126.60	126.60
Aetna	0.00	7,579.00	0.00	0.00	0.00	7,579.00
Air Filter Sales & Service Inc	0.00	0.00	0.00	0.00	672.88	672.88
Alfred M. Wesser	0.00	0.00	0.00	0.00	300.00	300.00
AlSCO	0.00	214.70	344.31	0.00	1,218.69	1,777.70
American Hotel Register	0.00	0.00	0.00	0.00	117.92	117.92
American Liberty Insurance	0.00	8,300.00	0.00	0.00	0.00	8,300.00
Appliance Sales and Service	0.00	0.00	0.00	0.00	1,159.63	1,159.63
American Ski & Board Assoc.	0.00	0.00	0.00	0.00	2,100.00	2,100.00
AT&T Mobility	0.00	0.00	0.00	0.00	375.39	375.39
Shawn Barrowe	0.00	400.00	0.00	0.00	0.00	400.00
Bellows Glass	0.00	0.00	0.00	0.00	51.47	51.47
Meredith Berkman	0.00	0.00	0.00	0.00	0.00	0.00
Bevco2	0.00	0.00	0.00	0.00	131.11	131.11
Big Four Distributing, Inc	0.00	638.35	0.00	0.00	-128.70	509.65
Scott Boberek	0.00	60.00	0.00	0.00	60.00	120.00
BTC	0.00	0.00	0.00	0.00	1,350.00	1,350.00
Cameron & Associates	0.00	0.00	0.00	0.00	91.62	91.62
Cash	0.00	0.00	0.00	0.00	578.71	578.71
Chase Associates	0.00	1,278.99	0.00	0.00	0.00	1,278.99
Catherine Johnson	0.00	0.00	0.00	0.00	263.61	263.61
Cintas Corporation	0.00	0.00	0.00	0.00	0.00	0.00
CBIZ Accounting	0.00	0.00	0.00	0.00	36,146.00	36,146.00
CloudNine Resorts SL- Developement	0.00	0.00	0.00	0.00	1,268,213.00	1,268,213.00
CloudNine Resorts SL- Management	0.00	0.00	0.00	0.00	335,631.00	335,631.00
Comcast Cable	0.00	0.00	0.00	0.00	1,394.62	1,394.62
CRC Design	0.00	160.09	0.00	0.00	1,097.25	1,257.34
Curb It Recycling	0.00	0.00	0.00	0.00	695.00	695.00
Cushman & Wakefield	0.00	0.00	0.00	0.00	12,500.00	12,500.00
David Wickline	0.00	0.00	0.00	0.00	2,303.95	2,303.95
Dex West	0.00	0.00	0.00	0.00	110.25	110.25
Ecolab	0.00	113.70	0.00	0.00	113.70	227.40
Ecolab Pest Elim. Div	0.00	602.00	0.00	0.00	602.00	1,204.00
Evans Laundry Equipment Co.	0.00	186.45	0.00	0.00	0.00	186.45
Elliot Workshop Group	0.00	0.00	0.00	0.00	105,700.00	105,700.00
EM Systems	0.00	0.00	0.00	0.00	1,105.86	1,105.86
Fedex	0.00	0.00	0.00	0.00	110.42	110.42
Dianna Ferguson	0.00	425.88	0.00	0.00	788.97	1,214.85
Five 9's Communication	0.00	0.00	0.00	0.00	679.06	679.06
Fog River Fisheries	0.00	0.00	0.00	0.00	300.00	300.00
Frank Rimerman & Co. LLP	0.00	0.00	0.00	0.00	1,431.10	1,431.10
GM Collin Skin Care	0.00	0.00	0.00	0.00	890.60	890.60
Gateway Center, LLC	0.00	0.00	0.00	0.00	10,319.65	10,319.65
Gentry Finance	0.00	0.00	0.00	0.00	158.89	158.89
Get Fresh	0.00	0.00	0.00	0.00	252.62	252.62
Goodrich & Thomas, CPAs	0.00	0.00	0.00	0.00	16,100.00	16,100.00
Craig and Ann Guernsey	0.00	0.00	0.00	0.00	0.00	0.00
HD Supply Facilities Maintenance	0.00	0.00	0.00	0.00	1,012.56	1,012.56
Home Depot Credit Services	0.00	232.39	311.74	0.00	22.92	567.05
Hood Cleaners of Utah	0.00	0.00	0.00	0.00	675.00	675.00
Hotel Amenities Resources LLC	0.00	0.00	0.00	0.00	888.62	888.62
HY-KO Supply Co.	0.00	0.00	0.00	0.00	1,413.50	1,413.50
Intermountain Drug Testing	0.00	0.00	0.00	0.00	1,035.00	1,035.00
Innovative Body Science	0.00	250.02	0.00	0.00	0.00	250.02
Steve Lafredo	0.00	0.00	0.00	0.00	0.00	0.00
Jacobsen Construction	0.00	0.00	0.00	0.00	1,382,127.00	1,382,127.00

Klehr,Harrison,Harvey,Branzburg & Ellers	0.00	0.00	0.00	0.00	18,534.17	18,534.17
Les Olson Company	0.00	0.00	0.00	0.00	2,062.50	2,062.50
Living Creations Inc	0.00	0.00	0.00	0.00	2,970.43	2,970.43
Luke Matson	0.00	0.00	0.00	0.00	0.00	0.00
Luxury Residence Group	0.00	0.00	0.00	0.00	24,907.02	24,907.02
M & M Distributing	0.00	0.00	0.00	0.00	172.70	172.70
Mascioni Hospitality, Inc	0.00	0.00	0.00	0.00	223.80	223.80
Mehaz Service Center	0.00	0.00	0.00	42.00	0.00	42.00
Gariel Morin	0.00	27.75	0.00	0.00	0.00	27.75
McGladrey & Pullen	0.00	0.00	0.00	0.00	5,000.00	5,000.00
Media One of Utah	0.00	0.00	0.00	0.00	13.50	13.50
Merrit & Harris	0.00	0.00	0.00	0.00	3,200.00	3,200.00
Millcreek Constulting	0.00	0.00	0.00	0.00	33,348.00	33,348.00
Muir	0.00	3,162.55	0.00	0.00	3,283.24	6,445.79
Nicholas & Company, Inc	0.00	0.00	0.00	0.00	1,067.15	1,067.15
Nighth Vision Landscape Light	0.00	0.00	0.00	0.00	88.65	88.65
Pacific Seafood - Utah	0.00	0.00	0.00	0.00	1,091.12	1,091.12
Park City Auto Parts	0.00	0.00	0.00	0.00	12.88	12.88
PC Premier Transportation	0.00	180.00	0.00	0.00	846.00	1,026.00
Park City Chamber Bureau	0.00	0.00	109.00	0.00	2,000.00	2,109.00
Park City Lock & Key	0.00	0.00	0.00	0.00	148.04	148.04
Park City Municipal Corp.	0.00	0.00	0.00	0.00	1,348.16	1,348.16
Park City Surveying	0.00	0.00	0.00	0.00	638.33	638.33
Park City WinElectric	0.00	0.00	0.00	0.00	364.68	364.68
PayChex	0.00	819.69	0.00	0.00	759.20	1,578.89
Peak Mobile Communicaitons	0.00	0.00	0.00	0.00	135.53	135.53
Peets Coffee & Tea	0.00	1,440.00	0.00	0.00	560.09	2,000.09
Pitney Bowes	0.00	0.00	0.00	0.00	161.58	161.58
Porter Paint	0.00	0.00	0.00	0.00	142.00	142.00
Proforma	179.51	0.00	0.00	0.00	0.00	179.51
Park Record	0.00	0.00	0.00	0.00	295.78	295.78
Qwest	0.00	4,429.78	0.00	0.00	2,978.36	7,408.14
Questar Gas Co.	0.00	6,286.29	0.00	0.00	0.00	6,286.29
Renegade Oil Inc	0.00	250.00	0.00	0.00	375.00	625.00
Revco Leasing	0.00	349.48	0.00	0.00	729.01	1,078.49
Rimmerman	0.00	0.00	0.00	0.00	4,030.00	4,030.00
Ricks Sprinler Repair	0.00	0.00	0.00	0.00	0.00	0.00
Rocky Mountain Power	0.00	0.00	0.00	0.00	20,694.67	20,694.67
Scott James Jewelry	0.00	0.00	0.00	0.00	4.25	4.25
Shaner Design, Inc.	0.00	0.00	0.00	0.00	1,365.00	1,365.00
William Shoaf	0.00	329.85	2,094.61	254.40	0.00	2,678.86
Safeguard	0.00	0.00	0.00	0.00	109.81	109.81
Schindler Elevator Corp	0.00	0.00	0.00	0.00	3,870.00	3,870.00
Summit County Public Health	0.00	0.00	0.00	0.00	0.00	0.00
Shoes For Crews, LLC.	0.00	0.00	0.00	0.00	48.48	48.48
Sid Wainer & Son	0.00	0.00	0.00	0.00	0.00	0.00
Siemens Building Technologies, Inc.	0.00	2,745.00	0.00	0.00	673.00	3,418.00
Skyboozers, LLC	0.00	0.00	0.00	0.00	0.00	0.00
Small Luxury Hotels	0.00	0.00	0.00	0.00	2,299.10	2,299.10
Marina Soto	0.00	66.14	0.00	0.00	0.00	66.14
Snow Country Limo	0.00	0.00	0.00	0.00	0.00	0.00
Squire	0.00	254.43	0.00	0.00	544.43	798.86
Staples Credit Plan	0.00	0.00	0.00	0.00	978.39	978.39
Stephen Monticone	0.00	0.00	0.00	0.00	96.10	96.10
Step Saver Inc.	0.00	0.00	0.00	0.00	380.54	380.54
Steve Lewis	0.00	0.00	0.00	0.00	12.32	12.32
Stone Ground Bakery	0.00	0.00	0.00	0.00	167.47	167.47
Sugar House Awning	0.00	0.00	0.00	0.00	57.70	57.70
Summit Engineering Group Inc	0.00	1,500.00	0.00	0.00	0.00	1,500.00
Summit Business Services	0.00	0.00	0.00	0.00	25.00	25.00
Swire Coca-Cola USA	0.00	279.61	0.00	0.00	596.86	876.47

Sysco Intermountain Food Service	0.00	11,916.58	0.00	0.00	6,723.39	18,639.97
Target Labels & Packaging	0.00	0.00	0.00	0.00	400.00	400.00
The Aspen Times	0.00	0.00	0.00	0.00	906.75	906.75
Triar Seafood Co	0.00	809.32	0.00	0.00	0.00	809.32
Tim Douglas & Claudia McMullin	0.00	0.00	0.00	0.00	0.00	0.00
UDABC	0.00	0.00	0.00	0.00	0.00	0.00
Union Square Home Owners Association	0.00	0.00	0.00	0.00	10,409.80	10,409.80
Universal Companies	0.00	0.00	0.00	0.00	329.29	329.29
USA Today	0.00	0.00	0.00	0.00	105.70	105.70
Utah Fire Equipment	0.00	0.00	0.00	0.00	225.28	225.28
Utah State Tax Commission	0.00	0.00	0.00	0.00	33,253.01	33,253.01
Patricia Wagner	0.00	13.96	0.00	0.00	0.00	13.96
Virtuoso, Ltd	0.00	0.00	0.00	0.00	4,725.00	4,725.00
Wasatch Audio-Visual	0.00	0.00	0.00	0.00	490.45	490.45
Wasatch Meats	0.00	0.00	0.00	0.00	1,692.80	1,692.80
Water Images	0.00	0.00	0.00	0.00	488.40	488.40
Water Reclamation District	0.00	0.00	0.00	0.00	927.70	927.70
Wells Fargo	0.00	0.00	0.00	0.00	3,015.08	3,015.08
Wells Fargo Equipment Finance	0.00	0.00	0.00	0.00	0.00	0.00
Whitney Advertising & Design	0.00	0.00	0.00	0.00	5,000.78	5,000.78
William Ekblad	0.00	0.00	0.00	0.00	0.00	0.00
William Shoaf	0.00	0.00	0.00	0.00	18,130.80	18,130.80
Wrona Law Office, P.C.	0.00	7,595.00	0.00	0.00	0.00	7,595.00
Brian Ahern	0.00	0.00	0.00	0.00	417.70	417.70
Brian Althaver	0.00	0.00	0.00	0.00	190.15	190.15
Jonathan and Joanna Ames	0.00	0.00	0.00	0.00	853.65	853.65
Sarah Bacon	0.00	0.00	0.00	0.00	190.15	190.15
Marshall Bank	0.00	0.00	0.00	0.00	190.78	190.78
Ray Bidenost	0.00	0.00	0.00	0.00	1,113.25	1,113.25
Sky Investments Groups Inc	0.00	0.00	0.00	0.00	96.20	96.20
Lisa Bugajski	0.00	0.00	0.00	0.00	0.00	0.00
Thomas and Debra Bradley	0.00	159.54	0.00	0.00	0.00	159.54
Amy Casey	0.00	0.00	0.00	0.00	374.17	374.17
Sean and Buffy Castillo	0.00	0.00	0.00	0.00	619.58	619.58
Cendant Travel Inc	0.00	0.00	0.00	0.00	0.00	0.00
Michael and Nilda Chang	0.00	0.00	0.00	0.00	1,827.31	1,827.31
Scott Coleman	0.00	0.00	0.00	0.00	756.90	756.90
Jon Connor	0.00	0.00	0.00	0.00	213.16	213.16
Marcie Davis	0.00	0.00	0.00	0.00	0.00	0.00
Scott Davis	0.00	0.00	0.00	0.00	608.83	608.83
Deborah DePaoli	0.00	0.00	0.00	0.00	575.82	575.82
Robert DiOrio	0.00	0.00	0.00	0.00	0.00	0.00
Tim Douglas & Claudia McMullin	0.00	0.00	0.00	0.00	499.38	499.38
Leon and Joy Dreimann	0.00	192.41	0.00	0.00	81.88	274.29
James and Suzanne Duffield	0.00	0.00	0.00	0.00	1,505.01	1,505.01
Gary Elde	0.00	0.00	0.00	0.00	0.00	0.00
William Escudier	0.00	0.00	0.00	0.00	739.18	739.18
Michael Feder	0.00	0.00	0.00	0.00	1,562.02	1,562.02
Jan Ferraris	0.00	0.00	0.00	0.00	0.00	0.00
Joe Fick and Scott Davis	0.00	0.00	0.00	0.00	0.00	0.00
Curtis and Pat Gardner	0.00	0.00	0.00	0.00	1,273.23	1,273.23
Andrew and Karen Gilligan	0.00	0.00	0.00	0.00	0.00	0.00
Mark Greenquist	0.00	0.00	0.00	0.00	0.00	0.00
Craig and Ann Guernsey	0.00	0.00	0.00	0.00	1,905.53	1,905.53
Suzanne Harris	0.00	0.00	0.00	0.00	95.07	95.07
George FJ Hill III	0.00	0.00	0.00	0.00	747.94	747.94
Dane and Sundee Hillyard	0.00	1,266.61	0.00	0.00	0.00	1,266.61
Bill and Connie Hindle	0.00	0.00	0.00	0.00	1,565.57	1,565.57
Michael and Veronica Hojel	0.00	0.00	0.00	0.00	96.20	96.20
Home Savings Bank	0.00	162.47	0.00	0.00	0.00	162.47
Brooks Hoven	0.00	0.00	0.00	0.00	898.55	898.55

KBI Properties LP-Irwin/ Wagner	0.00	0.00	0.00	0.00	247.29	247.29
John And Melissa Kelly	0.00	0.00	0.00	0.00	397.67	397.67
Alan Kessler	0.00	688.27	0.00	0.00	0.00	688.27
Mark Kramer & Louise Walton	0.00	201.89	0.00	0.00	0.00	201.89
Steve Lafredo	0.00	0.00	0.00	0.00	735.41	735.41
Brian and Teri Laidlaw	0.00	0.00	0.00	0.00	46.12	46.12
Robert Lamkin	0.00	0.00	0.00	0.00	400.99	400.99
William Lamkin	0.00	945.13	0.00	0.00	1,224.29	2,169.42
Lovejoy Skylodge. LLC	0.00	0.00	0.00	0.00	548.55	548.55
Larry Lozensky	0.00	0.00	0.00	0.00	0.00	0.00
Susan Dickey MacArthur	0.00	0.00	0.00	0.00	248.03	248.03
Kevin McCarthy	0.00	0.00	0.00	0.00	397.36	397.36
Tracy McCarthy	0.00	0.00	0.00	0.00	0.00	0.00
Clint McClellan	0.00	0.00	0.00	0.00	173.07	173.07
John McIlwaine	0.00	0.00	0.00	0.00	286.97	286.97
Josh Mettle	0.00	479.66	0.00	0.00	724.37	1,204.03
Thomas and Julie Millar	0.00	0.00	0.00	0.00	519.70	519.70
Daniel Miller	0.00	0.00	0.00	0.00	516.14	516.14
Sompar Investments LLC/Pardo	0.00	0.00	0.00	0.00	239.28	239.28
Donald Proteous	0.00	0.00	0.00	0.00	0.00	0.00
Charles and Vicki Raeburn	0.00	0.00	0.00	0.00	532.59	532.59
Acme Holdings LLC	0.00	0.00	0.00	0.00	439.41	439.41
Angela Rayner	0.00	0.00	0.00	0.00	2,069.55	2,069.55
Guy and Ann Roberts	0.00	0.00	0.00	0.00	0.00	0.00
Carrie Shoaf	0.00	0.00	0.00	0.00	76.43	76.43
Robert and Lynn Simons	0.00	0.00	0.00	0.00	494.60	494.60
Skyboozers, LLC	0.00	0.00	0.00	0.00	124.22	124.22
Philo Smith	0.00	0.00	0.00	0.00	0.00	0.00
Lynda Sammons	0.00	0.00	0.00	0.00	95.08	95.08
David and Louise Stark	0.00	0.00	0.00	0.00	205.73	205.73
Amer and Yvette Soudani	0.00	484.02	0.00	0.00	0.00	484.02
Mark and Joann tattersall	0.00	484.02	0.00	0.00	0.00	484.02
Greg and Cindy Velasquez	0.00	0.00	0.00	0.00	474.02	474.02
Stephan and Barbara Vermut	0.00	0.00	0.00	0.00	1,209.65	1,209.65
Jim and Robin Whitney	0.00	0.00	0.00	0.00	316.29	316.29
Ken Yonemura	0.00	351.94	0.00	0.00	0.00	351.94
American Express Travel	0.00	0.00	0.00	0.00	239.60	239.60
American Express Travel Relate	0.00	0.00	0.00	0.00	31.80	31.80
ATIV Corp	0.00	0.00	0.00	0.00	59.80	59.80
Carolina Motor Club Inc	0.00	0.00	0.00	0.00	15.90	15.90
First Coast Tours Inc	0.00	0.00	0.00	0.00	90.00	90.00
Frosch International Travel	0.00	0.00	0.00	0.00	0.00	0.00
Park Avenue Travel	0.00	0.00	0.00	0.00	159.00	159.00
Rocky Mountain Tours	0.00	0.00	0.00	0.00	31.80	31.80
Sanders Travel Centre	0.00	0.00	0.00	0.00	47.80	47.80
The Travel People of Lodi	0.00	0.00	0.00	0.00	139.60	139.60
Travel & Luggage Travel Agency	0.00	79.60	0.00	0.00	0.00	79.60
TOTAL	179.51	71,534.56	2,859.66	1,546.40	3,455,804.27	3,531,924.40

**EASY STREET PARTNERS
ACCOUNTS RECEIVABLE**

<u>Due From</u>	<u>Description</u>	<u>Amount</u>
SMS Accounts Receivable	Group Events Held on Property	65,850.65
Baker Bar Mitzvah	Group Event Held on Property	2,170.40
Dyan Traynor	Guest Who will becoming Back to Use Remaining Credit	-1,234.31
Union Square Condominium (Easy Street Holdin	Unpaid 4th Quarter 2009 Residential and Commercial Dues	183,779
Union Square Condominium (various owners)	2008 & 2009 Unpaid HOA Dues & Property Taxes Payable	196,671
	Subtotal - Union Square Condo Owners	447,237
	TOTAL	<u>447,237</u>

DEBTOR

EASY STREET PARTNERS

CASE NO.

09-29907

Form 2-F
QUARTERLY FEE SUMMARY*
FOR THE MONTH ENDED NOVEMBER 2009

Month	Year	Cash Disbursement**	Quarterly Fee Due	Check Number	Date Paid
January					
February					
March					
Total 1st Qtr		\$ -			
April					
May					
June					
Total 2nd Qtr		\$ -			
July					
August					
September		\$ 115,311.50			
Total 3rd Qtr		\$ 115,311.50	\$ 1,625.00		
October		\$ 249,605.51			
November		\$ 521,413.40			
December					
Total 4th Qtr		\$ 771,018.91	\$ 4,875.00		

FEE SCHEDULE (AS OF JANUARY 1, 2008)

Quarterly Disbursements	Fee
\$ - to \$ 14,999	\$ 325.00
\$ 15,000 to \$ 74,999	\$ 650.00
\$ 75,000 to \$ 149,999	\$ 975.00
\$ 150,000 to \$ 224,999	\$ 1,625.00
\$ 225,000 to \$ 299,999	\$ 1,950.00
\$ 300,000 to \$ 999,999	\$ 4,875.00
\$ 1,000,000 to \$ 1,999,999	\$ 65,000.00
\$ 2,000,000 to \$ 2,999,999	\$ 9,750.00
\$ 3,000,000 to \$ 4,999,999	\$ 10,400.00
\$ 5,000,000 to \$ 14,999,999	\$ 13,000.00
\$ 15,000,000 to \$ 29,999,999	\$ 20,000.00
\$ 30,000,000 to more	\$ 30,000.00

* This summary is to reflect the current year's information cumulative to the end of the prereporting period

**Should agree with line 3 Form 2-B. Disbursements are net of transfers to other debtor in possession bank accounts

Failure to pay the quarterly fee is cause for conversion or dismissal of the chapter 11 case.[11USC Sec 112(b)(10)

In addition, unpaid fees are considered a debt owed the United States and will be assessed interest under 31 USC 3717

DEBTOR EASY STREET PARTNERS **CASE NO.** 09-29907

**Form 2-G
NARRATIVE**

For Period Ending NOVEMBER 30, 2009

Please provide a brief description of any significant business and legal actions taken by the debtor, its creditors or the court during the reporting period, any unusual or non recurring accounting transactions that are reported in the financial statements, and any significant changes in the financial conditions of the debtor which have occurred subsequent to the report date.

The Borrower conducted, in conjunction with the Secured Creditor, interviews of potential candidates to fill the co manager as required by the Cash Collateral Stipulation. BDRC4Site was selected to be the co manager of the project. In addition, G Resorts was hired to provide consultation assistance to BDRC on issues specifically related to hotel operations.

BDRC and Gemstone began the process of acquainting themselves with the project and property so that they could engage once they were approved by the court, to review the business plan and budgets provided by the Borrower for 2010 and beyond.

The development of the term sheet and work out plan is being done in conjunction with the Co-manager. Due to the time it takes to reach agreement with all parties on the consultant selections the delivery time line for these items has slipped.

In November the property posted an operational loss of \$68,649 which was \$57,370 better than budget and \$163,509 better than November 2008.

The expenditures related to the Borrowers reorganizational expenses continues to track significantly behind budget as fees and professionals has not been approved for payment by the court. This is expected to occur in December.

Easy Street Partners, LLC
Case NO: 09-29907

Exhibit 3

Bank Accounts Statements

Page 1 of 4

WELLS FARGO BANK, N.A.
P.O. BOX 6995
PORTLAND, OR 97228-6995

Account Number: 2679764668
Statement Start Date: 11/01/09
Statement End Date: 11/30/09

EASY STREET PARTNERS, LLC
DBA THE SKYLODGE
SKY LODGE OPERATING ACCOUNT
DEBTOR IN POSSESSION
201 HEBER AVE
PARK CITY UT 84060

For Customer Assistance:
Call 800-225-5935 (1-800-CALL-WELLS).

Account Number	Beginning Balance	Ending Balance
Choice IV Commercial Checking 2679764668	99,519.56	101,542.12

News from Wells Fargo

Credits

Electronic Deposits/ Bank Credits

Effective Date	Posted Date	Amount	Transaction Detail
	Nov 04	52,496.12	Transfer From DDA # 000002679764676
	Nov 04	52,496.12	Transfer From DDA # 000002679764676
	Nov 05	102,532.51	Transfer From DDA # 000002679764676
	Nov 06	81.87	Paychex Payroll 32838400001775X Cloudnine Resortclubs-
	Nov 17	3,131.29	Paychex Tps Taxes 111609 33075600000356X Cloudnine Resorts - Sk
	Nov 19	148,479.95	Transfer From DDA # 000002679764676
	Nov 19	148,479.95	Transfer From DDA # 000002679764676
	Nov 19	148,479.95	Transfer From DDA # 000002679764676
	Nov 19	148,479.95	Transfer From DDA # 000002679764676
	Nov 19	26,664.46	Transfer From DDA # 000002679764676
	Nov 23	734.12	Paychex Payroll 33150600000269X Cloudnine Resortclubs-
	Nov 30	600.00	Cstar Adj Ref # A-9112703875MN
		832,656.29	Total Electronic Deposits/ Bank Credits
		832,656.29	Total Credits

Continued on next page

EASY STREET PARTNERS, LLC
DBA THE SKYLODGE

Page 2 of 4
Account Number: 2679764668
Statement End Date: 11/30/09

Debits

Electronic Debits/ Bank Debits

Effective Date	Posted Date	Amount	Transaction Detail
	Nov 04	52,496.12	Transfer To DDA # 000002679764676
	Nov 05	29,014.38	Paychex Inc. Payroll 32939900002593X Cloudnine Resorts - Sk
	Nov 05	27,600.28	Paychex Payroll 32940100000422X Cloudnine Resortclubs-
	Nov 06	18,110.56	Paychex Tps Taxes 110309 32940700011071X Cloudnine Resorts - Sk
	Nov 06	402.20	Paychex Eib Invoice 091106 X32949100005283 Wells Fargo Bank
	Nov 09	4,914.48	Intermountain Vendor Pay 091106 Cust #428995 The Sky Lodge
	Nov 09	15.73	Intermountain Vendor Pay 091106 Cust #382846 The Sky Lodge Housekee
	Nov 13	237.45	Paychex-Hrs Hrs Pmt 12952926 Cloudnine Resorts - S
	Nov 16	2,453.96	Intermountain Vendor Pay 091113 Cust #428995 The Sky Lodge
	Nov 17	178.45	SHIFT4-Debits Debits C9560 Sky Lodge
	Nov 19	148,479.95	Transfer From DDA # 000002679764676
	Nov 19	148,479.95	Transfer To DDA # 000002679764676
	Nov 19	148,479.95	Transfer To DDA # 000002679764676
	Nov 19	28,849.70	Paychex Inc. Payroll 33082000038658X Cloudnine Resorts - Sk
	Nov 19	24,498.17	Paychex Payroll 33082400000456X Cloudnine Resortclubs-
	Nov 20	121.77	Client Analysis Srvc Chrg 091119 Svc Chge 1009 000002679764668
	Nov 20	16,833.39	Paychex Tps Taxes 111609 33083200014771X Cloudnine Resorts - Sk
	Nov 20	2,156.79	St Of Utah ABC Debits 091120 BC00084 Sky Lodge
	Nov 20	428.16	Paychex Eib Invoice 091120 X33087900003757 Wells Fargo Bank
	Nov 23	34,000.00	WT Fed#09909 JP Morgan Chase Ba /Ftr/Bnf=westlb AG, Ny Branch Srf# IN09112308405923 Trn#091123037799 Rfb# 000000051
	Nov 23	5,258.51	Intermountain Vendor Pay 091120 Cust #428995 The Sky Lodge
	Nov 23	884.02	State Of Utah Liq Sales Nov 20 486488 Sky Lodge Hotel

Continued on next page

Page 3 of 4

Account Number: 2679764668

Statement End Date: 11/30/09

EASY STREET PARTNERS, LLC
DBA THE SKYLODGE

Electronic Debits/ Bank Debits

Effective Date	Posted Date	Amount	Transaction Detail
	Nov 27	453.40	Opentable Monthly On 112509
	Nov 27	121.69	17518 Easy Street Brasseri
	Nov 30	3,063.37	State Of Utah Liq Sales Nov 26
	Nov 30	953.54	487511 Sky Lodge Hotel
			Intermountain Vendor Pay
			091125 Cust #428995 The Sky
			Lodge
			State Of Utah Liq Sales Nov 26
			487509 Sky Lodge Hotel
		698,485.97	Total Electronic Debits/ Bank Debits

Checks Paid

Check #	Date	Amount	Check #	Date	Amount
20084	Nov 09	360.00	20134	Nov 10	3,163.00
20086*	Nov 04	1,892.00	20135	Nov 12	204.46
20087	Nov 02	230.00	20136	Nov 18	1,416.47
20088	Nov 03	954.21	20137	Nov 10	158.89
20089	Nov 03	5,420.60	20138	Nov 16	818.34
20090	Nov 10	1,545.56	20139	Nov 30	320.55
20091	Nov 10	23.51	20140	Nov 10	50.00
20092	Nov 12	123.53	20141	Nov 09	5,333.60
20093	Nov 06	885.00	20142	Nov 20	291.00
20094	Nov 09	93.51	20143	Nov 10	17,521.00
20095	Nov 12	408.92	20144	Nov 09	4,725.00
20096	Nov 09	333.17	20145	Nov 04	882.80
20097	Nov 10	1,588.66	20146	Nov 10	1,331.41
20098	Nov 16	1,422.96	20147	Nov 10	2,364.47
20099	Nov 12	165.30	20148	Nov 10	714.11
20100	Nov 09	616.00	20149	Nov 10	31.00
20101	Nov 12	278.93	20152*	Nov 05	240.66
20102	Nov 10	259.50	20153	Nov 10	337.89
20103	Nov 09	280.00	20154	Nov 17	129.95
20105*	Nov 09	503.11	20159*	Nov 17	1,153.27
20106	Nov 09	809.17	20160	Nov 19	1,915.57
20108*	Nov 30	175.25	20161	Nov 12	77.08
20109	Nov 09	5,799.88	20162	Nov 16	580.00
20110	Nov 16	22.61	20163	Nov 16	214.08
20111	Nov 17	1,706.00	20164	Nov 13	160.28
20113*	Nov 16	2,132.40	20165	Nov 17	401.04
20115*	Nov 12	342.31	20166	Nov 19	1,405.08
20116	Nov 12	49.69	20168*	Nov 12	25.27
20120*	Nov 09	660.00	20169	Nov 16	1,300.93
20123*	Nov 10	91.00	20170	Nov 18	630.00
20124	Nov 10	104.95	20171	Nov 16	60.00
20127*	Nov 16	80.59	20172	Nov 16	929.76
20128	Nov 09	177.60	20173	Nov 18	20.00
20129	Nov 10	135.90	20174	Nov 16	26.86
20130	Nov 10	140.02	20175	Nov 13	135.24
20131	Nov 06	227.88	20176	Nov 17	540.08
20132	Nov 04	200.80	20177	Nov 16	886.54
20133	Nov 10	6,461.30	20178	Nov 16	233.75

Continued on next page

Page 4 of 4

Account Number:

2679764668

Statement End Date:

11/30/09

EASY STREET PARTNERS, LLC
DBA THE SKYLODGE

Checks Paid

Check #	Date	Amount	Check #	Date	Amount
20179	Nov 23	6,296.33	20213	Nov 23	4,491.28
20181*	Nov 18	76.43	20214	Nov 24	130.00
20182	Nov 16	737.50	20215	Nov 24	244.15
20183	Nov 25	230.85	20216	Nov 24	461.22
20189*	Nov 19	187.57	20219*	Nov 25	264.44
20190	Nov 16	549.50	20226*	Nov 24	384.82
20192*	Nov 13	748.19	20227	Nov 27	187.57
20193	Nov 16	278.80	20231*	Nov 24	50.00
20194	Nov 17	998.36	20232	Nov 20	253.77
20195	Nov 19	1,320.84	20233	Nov 23	200.80
20196	Nov 25	2,375.55	20234	Nov 24	1,724.46
20197	Nov 23	3,460.93	20235	Nov 23	306.86
20198	Nov 23	113.70	20238*	Nov 23	734.12
20199	Nov 23	602.00	20239	Nov 24	224.09
20200	Nov 24	12.90	20240	Nov 25	1,071.60
20201	Nov 25	35.80	20243*	Nov 27	1,232.66
20202	Nov 24	194.87	20245*	Nov 30	886.54
20203	Nov 24	561.43	20249*	Nov 24	330.71
20204	Nov 25	370.00	20251*	Nov 27	491.10
20205	Nov 24	384.47	20252	Nov 30	38.66
20206	Nov 24	601.93	20253	Nov 30	51.17
20207	Nov 24	782.03	20257*	Nov 30	25.90
20209*	Nov 23	7,489.52	20258	Nov 30	230.70
20211*	Nov 25	316.11	20260*	Nov 30	606.01
20212	Nov 18	1,368.27			
*Gap in check sequence		132,147.76	Total Checks Paid		

830,633.73 Total Debits

Daily Ledger Balance Summary

Date	Balance	Date	Balance
Oct 31	99,519.56	Nov 16	92,240.04
Nov 02	99,289.56	Nov 17	90,264.18
Nov 03	92,914.75	Nov 18	86,753.01
Nov 04	142,435.27	Nov 19	203,720.49
Nov 05	188,112.46	Nov 20	183,635.61
Nov 06	168,568.69	Nov 23	120,531.66
Nov 09	143,947.44	Nov 24	114,444.58
Nov 10	107,925.27	Nov 25	109,780.23
Nov 12	106,249.78	Nov 27	107,293.81
Nov 13	104,968.62	Nov 30	101,542.12

Average Daily Ledger Balance 127,014.84

Thank you for banking with Wells Fargo.

Member FDIC

ous properties" of "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "special nuclear material" or "byproduct material";

"Source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been

used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "byproduct material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

For a covered "auto" licensed or principally garaged in, Utah, this endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes in Liability Coverage

1. Paragraph **b.(6)** is added to the **Who is an Insured** Provision in the Business Auto Coverage Form by the following and supersedes any provision to the contrary:

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

- (6)** Your customers, if your business is shown in the Declarations as a rental company. However, if a customer of yours has no other valid and collectible insurance, they are an "insured", but only up to \$65,000 for each "accident", which is the minimum combined single limit of liability specified by UTAH CODE ANN. Section 31A-22-304.

Rental company means any person or organization in the business of providing private passenger motor vehicles to the public under the terms of a rental agreement.

B. Changes in Conditions

1. The **Legal Action Against Us** Condition does not apply.
2. **Transfer of Rights of Recovery Against Others to Us** is changed by adding the following:
 - a.** We shall be entitled to a recovery only after the "insured" has been fully compensated for damages.
 - b.** If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
3. The **Concealment, Misrepresentation or Fraud** Condition is replaced by the following:

FRAUD OR MISREPRESENTATION

Subject to UTAH CODE ANN. Section 31A-21-105, this Coverage Form may be voided in the event of fraud or misrepresentation by you or any other "insured" relating to:

- a.** This Coverage Form;
- b.** The covered "auto";
- c.** Your interest in the covered "auto"; or
- d.** A claim under this Coverage Form.